of Whitehall, 114 App. Div. 315, 99 N. Y. Supp. 721; *Green* v. *Penna. Steel Co.,* 75 Md. 109, 23 Atl. 139. Whether a court of equity will give relief by requiring such an oral agreement to be reduced to writing is the question in the principal case. The situation is rather an unusual one, but at least two cases hold that equitable relief should be denied. *McKinley* v. *Lloyd,* 128 Fed. 519; *Sarkisian* v. *Teele,* 201 Mass. 607. The leading case of *Glass* v. *Hulbert,* 102 Mass. 24, 3 Am. Rep. 418, which is partially relied upon by the court in the principal case and which is also so strongly criticized by POMEROY in 3 EQUITY JURISPRUDENCE (3rd Ed.) § 867 is clearly distinguishable. That was a case in which reformation of a written contract is asked for by parol evidence—there is no attempt to cause an oral agreement to be reduced to writing. Also, the principal case is not in the category of cases in which a party has made fraudulent representations as to the existence of the writing. BROWNE, STATUTE OF FRAUDS, § 446. It would be strange if the refusal to reduce the agreement to writing would be considered fraud; if it were, every oral agreement to make a written contract could be enforced in equity and the whole effect of the Statute of Frauds nullified. True, equity has seemingly rewritten the statute by allowing specific performance of oral land contracts where there is an independent equity, such as part performance or the making of an outlay. For refusing to extend this evasion of the statute by a process of judicial legislation in cases where, as in the principal case, there is no independent equity, the court is to be commended.

SPECIFIC PERFORMANCE—MUTUALITY OF REMEDY AND ADEQUACY OF LEGAL REMEDY.—A agreed to sell and B to buy a certain number of shares of corporate stock. A dispute arose and A brought a suit for specific performance. The stock was not readily obtainable on the market and was admitted to be of such a nature as to allow B to have specific performance of the contract in case A should refuse to transfer the stock. *Held,* that specific performance should not be granted. *G. W. Baker Mach. Co.* v. *United States Fire Apparatus Co.* (Del. 1916), 97 Atl. 613.

The fact that one party to a contract has the right to specific performance, does not give the other party the same right in case of breach. *Eckstein* v. *Downing,* 64 N. H. 248, 9 Atl. 626, 10 Am. St. Rep. 404; *Lone Star Salt Co.* v. *Texas Short Line Ry. Co.,* 99 Texas 434, 86 S. W. 362; *Hickey* v. *Dole,* 66 N. H. 336, 29 Atl. 793; *Railway Co.* v. *Walworth,* 193 Pa. 207, 44 Atl. 253, 74 Am. St. Rep. 683. The reason for this is not, as is suggested in the principal case, that the powers of the Chancellor are limited by § 3844 of the Code of Delaware, which provides that equity shall have no jurisdiction where the remedy at law is adequate. This is not peculiar to Delaware but it is merely declarative of the general rule of equity. See cases cited above; also for a criticism of the doctrine of mutuality of remedy, 3 COL. L. REV. 1. The court, in the principal case, then denies equitable relief on the theory that A's remedy at law is adequate. It is pointed out that after notice to B, A might have sold the stock at public sale and recovered the difference, however great, in an action at law. 3 SUTHERLAND, DAMAGES, § 647. But for that matter, in case A and not B refused to perform the contract, B might have purchased

the stock at an exhorbitant price even from A if necessary and have then recovered the difference in an action at law. 3 SUTHERLAND, DAMAGES, § 651. And so if the remedy is admitted to be inadequate in the latter case, it must be inadequate in the former. It would seem that the court has not a proper conception of the term, adequacy of legal remedy. An adequate remedy at law, which will deprive a court of equity of jurisdiction, is a remedy as certain, complete, prompt and efficient to attain the ends of justice as the remedy in equity. *Blackstone Hall Co.* v. *Rhode Island Co.* (R. I. 1916), 97 Atl. 488; *Boyce* v. *Grundy,* 3 Pet. 210, 7 L. Ed. 655; *Springfield Milling Co.* v. *Barnard & Leas Mfg. Co.,* 81 Fed. 261, 26 C. C. A. 389; *Brown* v. *Arnold,* 131 Fed. 723, 67 C. C. A. 125. Under this definition, it would seem that A's remedy at law is inadequate, for considerable delay and risk would be involved in a public sale and suit for the difference, in view of the fact that the stock is not selling regularly on the market. Generally, where the buyer's remedy is inadequate, the seller's is also, if this definition be accepted. The court in the principal case have taken an admirable view upon the question of mutuality of remedy and one fully in accord with the modern trend of authority, although they put it on the ground of their own Code provision. But as to the meaning of the word inadequacy of legal remedy, it might more logically have followed the definition of the Federal Courts. In regard to a seller's rights to demand specific performance of a contract for sale of stock, see 13 MICH. L. REV. 609.

TORTS—LIABILITY OF THEATER FOR INJURIES TO SPECTATOR.—Plaintiff's wife was a spectator at defendant's theater, where some trained lions were performing. These lions did not belong to the defendant and he did not have direct charge of them, having merely engaged their owner to give this part of the performance. Three lions escaped from their cages and plaintiff's wife was injured in the panic which followed. *Held,* that defendant was liable for the injuries received in the panic although he did not own or have charge of the lions and was not negligent. *Stamp* v. *Eighty-Sixth Street Amusement Co.* (1916), 159 N. Y. Supp. 683.

It is well established that the owner of a vicious animal is absolutely liable for any injury done by such animal in the absence of any voluntary act by the plaintiff which brought on the injury. *Card* v. *Case,* 5 C. B. Rep. 622; *Muller* v. *McKesson,* 73 N. Y. 195, 29 Am. Rep. 123; *Congress etc. Spring Co.* v. *Edgar,* 99 U. S. 645, 25 Law Ed. 488. Some cases have gone farther and held that compensation may be recovered from either the owner or the keeper of a wild animal for injuries done by it. *Hayes* v. *Miller,* 150 Ala. 621, 11 L. R. A. (N. S.) 748. But as the court points out in the principal case, in practically all the cases where this rule has been announced the person who "harbored" the animal took direct charge and control of the animal. However, the Supreme Court of Ontario held in the case of *Shaw* v. *McCreary,* 19 Ont. Rep. 39, that even the owner of land upon which the animal was confined and from which it escaped could be held liable for injuries done by such animal. In the principal case both parties relied upon the case of *Molloy* v. *Starin,* 191 N. Y. 21, 83 N. E. 588, 16 L. R. A. (N. S.) 445, 14 Ann. Cases